

- 6.4 **Progress Payments** - Consultant shall submit monthly Applications for Progress Payment in accordance with the Invoicing Formats set forth in Attachment "C" that separately itemize the following:
- 6.4.1 The relevant Fixed Fee progress payment due in accordance with Attachment "B" - Schedule of Fee Payments.
- 6.4.2 Separate line item entries that identify all Extra Services which were approved in advance and in writing by Company and which were completed during the preceding month. Consultant's submittal for these extra costs shall include a copy of Company's prior written approval for each item of Extra Services. Except for Extra Services performed on a mutually agreed lump-sum basis, Consultant shall also submit: (a) time sheets signed by Consultant's Representative on a daily basis which identify Consultant's personnel by name, their Hourly Rates as specified in Attachment "D" and the number of hours worked on each separate item of approved Extra Service; and (b) an itemization of all Reimbursable Expenses attributable to each separate item of Extra Service performed and incurred during the preceding month.
- 6.5 **Monthly Payments** - Within thirty (30) days after receipt of approved Consultant's Application for Progress Payment in compliance with the requirements of Section 6.4 above and subject to the applicable payment from the Owner that includes payment for the Consultant's Services then payable, Company shall pay the amounts approved in accordance with this Article 6 without retention, including Fixed Fee progress payments and amounts for Extra Services during the preceding month, if any.
- 6.6 **Final Payment** - Final payment shall be made within thirty (30) days of the satisfactory completion of Consultant's Services hereunder subject to the applicable payment from the Owner that includes the amounts attributable to final payment for the Consultant's Services.

7 **INDEMNIFICATION**

- 7.1 **Indemnified Parties** - The term "*Indemnified Parties*" means Company, Owner, and each of their respective subsidiary companies, affiliated companies and parent companies of every tier, and each of its directors, officers, employees, agents, representatives and assignees permitted herein.
- 7.2 **Consultant's Duty to Indemnify** - Consultant shall defend, indemnify and hold each of the Indemnified Parties harmless from and against any claims, demands, causes of actions, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, arising out of or relating to:
- 7.2.1 Actual or asserted infringement, improper appropriation, or use of trade secrets, proprietary information, copy rights, or patents; and
- 7.2.2 Injury to or death of persons (including the employees of the Indemnified Parties, Consultant and its sub-tier consultants) or damages to or loss of property (including the property of the Indemnified Parties, Consultant and its sub-tier consultants) arising directly or indirectly out of the acts or omissions to act of Consultant or its sub-tier consultants, or their respective employees or agents, or others for whom the Consultant is legally liable, during the performance of the Services; and
- 7.2.3 Failure by Consultant to comply with any applicable law, regulation, or statute, or with the terms of this Agreement.
- 7.3 **Defense Costs** - Consultant's defense and indemnity obligations shall include the duty to reimburse any attorneys' fees and expenses incurred by Company or Owner for legal actions to enforce the Consultant's indemnity obligations.

8 **INSURANCE**

- 8.1 **Limitations** - Commencing with the performance of the Services hereunder, Consultant shall provide, pay for and maintain in effect the following types and minimum amounts of coverage for the full duration of this Agreement. All such insurance provided by Consultant shall be primary insurance and shall not be considered contributory insurance with any insurance policies of Company or any of the other Indemnified Parties.
- 8.1.1 Worker's Compensation Insurance System coverage in accordance with the laws of the State of which the Project is located in or worker's compensation or similar laws of the state, territory, province, or political subdivision having jurisdiction over the employee, and Employer's Liability coverage with a minimum limit of liability of \$1,000,000 for each occurrence.
This coverage must include:
- (a) Coverage for all states in which operations are conducted; and
- (b) Policy must be endorsed to provide sixty (60) days' notice of cancellation to Company.
- Employer's Liability coverage must include:
- (a) \$1,000,000 bodily injury for each accident;
- (b) \$1,000,000 bodily injury by disease for each employee; and
- (c) \$1,000,000 bodily injury by disease aggregate.
- 8.1.2 Automobile Liability Insurance covering use of all owned, non-owned, and hired vehicles with a minimum combined single limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. This policy shall be endorsed to name Company and all other Indemnified Parties defined in Section 7.1 above as additional insureds.
- 8.1.3 Commercial General Liability Insurance on an occurrence basis covering bodily injury and property damage (including the property of the Indemnified Parties) with minimum limits of Two Million Dollars (\$2,000,000) combined single limit, with blanket contractual liability coverage, completed operations, independent